

Exhibit C

AMERICAN ARBITRATION ASSOCIATION

SHANE HARRINGTON AND H & S CLUB
OMAHA, INC.,

Claimants,

- versus -

ANDREA GROVE, CHRYSTINA WINCHELL,
CASSANDRA SCHUETH, DESTINEE
MAGNUSON, DIANA BLANCO, KATLYNN
CLARK, JADE GUERRERO, AUTUMN
SMITH, SARAH FRANK, ALLYIA LEWIS,
and RYLEE STRUBLE,

Respondents.

Case: 01-20-0007-2758

**AMENDED COMPLAINT FOR
DAMAGES AND EQUITABLE
RELIEF**

INTRODUCTION

Claimants submit these claims against Respondents for damages for breach of contract, perjury and attempted fraud, tortious interference with contracts, defamation, invasion of privacy, confidentiality violations, fraudulent misrepresentation, together with requests for equitable relief and sanctions. Respondents were part-time exotic dancers at Club Omaha who executed 54 Independent Contract Dancer Agreements and Membership Agreements with Claimants since 2017. While all 54 of these contracts include AAA arbitration clauses, class action waivers and confidentiality agreements, Respondents filed a collective/class action in the United States District Court of Nebraska on 5/26/20 and an amended complaint on 7/6/20, together with motions for conditional class certification and a request for a temporary restraining order. Respondents contacted dozens of current and former dancers at Club Omaha to recruit them for this federal class action lawsuit while spreading defamation regarding Claimants. Respondents perjured themselves repeatedly in their sworn declarations filed with the federal court. Complainants filed three motions to dismiss and a motion for summary judgment

regarding Respondent's collective action. Respondents filed an amended complaint in response, making the four motions moot. Claimants will file a motion to dismiss and compel arbitration on or before 7/20/20, pursuant to the FRCP. Claimants wish to resolve this entire matter with the AAA pursuant to the terms of the 54 contracts executed by the parties.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

- 1) All dancers at Club Omaha including Respondents voluntarily execute two separate contracts.
- 2) One is a 3-page Independent Contract Dancer Agreement and the second is 1-page Club Omaha Membership Agreement.
- 3) All of these contracts are written in simple plain language in 12-point times new roman font and are signed by Respondents together with their printed name and dancer name and signed by a Club Omaha representative.
- 4) Most dancers have entered multiple contracts because the terms of the parties' contractual relationships were modified slightly at different times between 2017 - 2020.
- 5) Respondent Andrea Grove executed three contracts with Claimants (Exhibit "A"), including two Dancer contracts and one Membership contract.
- 6) Respondents Chrystina Winchell (Veronica), Cassandra Schueth (Dallas), Destinee Magnuson (Jinx), Diana Blanco (Mileena), Katlynn Clark (Alexis), Jade Guerrero (Mina), Autumn Smith (Nikki), Sarah Frank (Zoe), Allyia Lewis (Leelah) and Rylee Struble (Rylyee) executed 51 Dancer and Membership contracts with Claimants (Exhibit "B").

- 7) Respondents have violated the covenant of good faith and fair dealing in performance of these contracts.
- 8) Respondents have repeatedly violated the plain terms of these 54 contracts.

RESPONDENTS VIOLATED THE DISPUTE RESOLUTION CLAUSE

- 9) All of the Dancer Agreements contain a dispute resolution and arbitration clause which provides as follows: “Performer is bound by CO’s arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association’s regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, its shareholders, partners, employees, agents, contractors, or any affiliated therewith.”
- 10) All of the Club Omaha Membership Agreements include the following clauses: “All Members are subject to the ... arbitration clause and class action waiver of H & S Club Omaha, Inc.” and “If a Member has a grievance ... a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association as their regional office in Denver, Colorado.”
- 11) Respondent Grove violated these dispute resolution provisions from all three contracts by filing a frivolous Nebraska Equal Opportunity Commission (NEOC) complaint.
- 12) All 11 Respondents violated these 54 contract provisions by filing a class action complaint in federal court against Complainants on 5/26/20 and an amended complaint on 7/6/20 without giving Complainants the opportunity to resolve the dispute within 30

days and without voluntarily submitting to AAA arbitration as provided for in all 54 contracts between the parties.

DEFAMATION

- 13) Pursuant to paragraph 31 of the 2019 agreement (and other paragraphs in slightly modified versions of this Dancer Agreements), “Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances ...”
- 14) Respondents have libeled and slandered Claimants repeatedly over the past six months on social media and in statements to the Omaha World Herald newspaper (Exhibit “C”).

SCREENSHOTS

- 15) Pursuant to paragraph 30 of the 2019 agreements, Performer “shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!)”
- 16) Respondents have taken and shared multiple screenshots of confidential group chats and shared them with numerous third parties, including the NEOC, the United States District Court of Nebraska, current and former Club Omaha dancers, the media, and lawyers and other third parties (see Exhibit “D” as examples).

CONFIDENTIALITY

- 17) Pursuant to paragraph 33 of the 2019 Dancer contracts, “Performer shall maintain the confidentiality of all activities and members at CO ...”
- 18) The Membership contract also states, “(M)embers shall maintain the privacy and confidentiality of all activities occurring on the property...”
- 19) Respondents have repeatedly violated these confidentiality provisions over the past six months with Grove’s NEOC complaint, Respondents’ class action, Grove’s statements

and her lawyers statements to the media regarding the litigation, Struble and Lewis's statements on social media regarding Club Omaha (Exhibit "E"), and numerous other acts, including text messages, emails, and phone calls.

- 20) As a result of Respondents breaches of contract, Complainants have suffered monetary damages, plus over \$50,000 in legal fees, the \$2,200 AAA filing fee for this proceeding, and damages to Complainants' reputation and business revenue in an amount to be determined by an arbitrator in excess of \$500,000.

SECOND CAUSE OF ACTION

PERJURY & ATTEMPTED FRAUD, EXTORTION & BLACKMAIL

- 21) Respondents filed a frivolous and bad faith class action in the United States District Court of Nebraska on or about 5/26/20 based upon perjured declarations under oath by Respondents Grove, Schueth, and Magnuson, including several disprovable lies by Respondents for the purpose of fraudulently obtaining money for minimum wages, overtime and other damages.
- 22) Respondent Grove falsely stated in her perjured declaration that she had a work schedule as an exotic dancer which is a lie that can be disproven with affidavits, records, and witness testimony.
- 23) Respondent Grove falsely stated in her declaration that she worked 4 – 5 days per week at Club Omaha 10 – 12 hours per day, when she actually worked an average of 3 days per week at an average of 9 hours or less per day.
- 24) Respondent Grove falsely stated in her declaration that she was never paid by Club Omaha, yet Club Omaha has two cancelled checks for \$400 each payable to Respondent Andrea Grove.

- 25) Respondent Schueth falsely stated in her declaration that she was never paid by Club Omaha, yet Club Omaha paid her nearly \$4,000 through ADP payroll.
- 26) Respondents' class action lawsuit contains several false statements of fact manufactured by Respondents to fraudulent create a labor law case for damages.
- 27) The complaint falsely stated in paragraph 11 that, "There were between 25 – 30 exotic dancers working at Club Omaha on any given night." The most dancers in a single night in over 1,000 nights of operation was 23, second most was 21, with an average of 7 – 12 on weeknights and 14 – 18 on weekend nights.
- 28) The complaint falsely stated in paragraph 12 that, "Plaintiff and other exotic dancers were required to schedule their shifts in advance" when Club Omaha never scheduled shifts for dancers.
- 29) The complaint falsely states in paragraph 13 that, "Plaintiff and other exotic dancers were required to pay \$20 - \$50 in house fees each night." Respondents received free house on dozens of occasions and many other dancers did as well so these fees were not paid "each night."
- 30) The complaint falsely states in paragraph 14 that, "Plaintiff and other exotic dancers were required to arrive at the club dressed and ready to perform." This is false as both of Club Omaha's locations since 2017 have had large dressing rooms for the dancers and ladies' restrooms that are used almost exclusively by the dancers. Dancers never arrive dressed and ready to perform as they all go to the dressing and restrooms to put on their makeup, do their hair, and put on their outfits. Club Omaha opens to dancers 30 minutes before the club opens to members to allow dancers the opportunity to prepare for their shift in the club.

- 31) The complaint falsely states in paragraph 16 that, “Plaintiff and other exotic dancers did not receive any wages from Club Omaha” yet Respondents Grove and Schueth did receive checks from Club Omaha.
- 32) The complaint falsely states in paragraph 16 that, “Club Omaha set the prices customers were required to pay for dances” when Club Omaha only has suggested prices, allowing dancers to charge more or less at their own discretion.
- 33) The complaint falsely states in paragraph 18 that, “Plaintiff and other exotic dancers were require to go up on stage at regular intervals during their shift” when dancers were always allowed to shuffle the dancer schedule as needed.
- 34) The complaint falsely states in paragraph 18 that, “If a dancer did not go up on stage during a given shift, she had to pay a \$100 fee to Club Omaha.” This was not in the contract and no one was ever fined for missing a stage set. What the contract says is that a dancer can buy themselves off stage for a “night” for \$100. That provision was added because Club Omaha had dancer who was partially disabled and was unable to perform on stage but was able to perform private dances, so she was permitted to work at the club without dancing on stage subject to a \$100 fee. Since Club Omaha made this exception for this one dancer they added it to the contract to be fair to everyone.
- 35) The complaint falsely states in paragraph 21 that, “Plaintiff and other exotic dancers were required to “tip out” each night, paying a minimum of \$5 each to the DJ, security, and the manager.” In June 2019 a voluntary, optional tipping policy was introduced into the Club Omaha dancer contracts that was not mandatory. Some dancers tipped more than others and some not at all but tipping was never required and no one was ever reprimanded for failing to tip.

- 36) The complaint falsely states in paragraph 23 that, “Plaintiff was terminated from Club Omaha after standing up for another dancer who refused to tip out Club Omaha’s staff. This dancer was also terminated.” The dancer Winchell stated that Grove was “standing up for” actually tipped on the night that Defendant staged her tipping mutiny. Defendant was not reprimanded for “standing up for another dancer.”
- 37) While Respondents alleged in their complaint that Club Omaha made a schedule in advance (to try to show that Club Omaha is an employer), in Respondent Grove’s declaration she states, “dancers, including myself, would rush to the club to run to the front of the club to ‘clock in’ just to be told that the club had reached its nightly cap and we have to go home.” Respondent Grove thereby admitted there was no schedule and anyone could show up and “clock in.”
- 38) On 7/6/20 Respondents filed an amended complaint that contained many of the same lies included in the original complaint, even after Respondents received proof that these allegations were false.
- 39) Respondents are fraudulently attempting to obtain minimum wage and overtime wages from Claimants when they typically earned 5x – 10 x minimum wage and never worked more than 40 hours in any given week.
- 40) Respondent Grove encouraged other Club Omaha dancers Winchell, Schueth, and Magnuson to submit perjured affidavits with the court to help their frivolous litigation and they have solicited other dancers to join this case with lies, false promises, and incorrect legal advice.
- 41) As a result of the foregoing, Claimants have sustained monetary damages in excess of \$500,000 together with attorneys’ fees and the costs of this action.

THIRD CAUSE OF ACTION

FRAUDULENT MISREPRESENTATION

- 42) Respondents have engaged in fraudulent misrepresentation by contacting dozens of current and former Club Omaha dancers and providing them false legal advice regarding Claimants' activities, by promising current and former dancers money if they join the class action, by falsely claiming that Claimants' Independent Contractor Agreements exploit dancers, and by calling Claimant Harrington a liar.
- 43) Respondents engaged in fraudulent misrepresentation by contacting their lawyers in Boston and lying to them about numerous things so they would represent Respondents.
- 44) As a result of the following, Complainants have sustained damages in the amount of \$500,000 plus attorneys' fees and the costs of this proceeding.

FOURTH CAUSE OF ACTION

TORTIOUS INTERFERENCE

- 45) Respondents tortiously interfered with Club Omaha's contracts with at least ten current and former dancers.
- 46) Respondents are aware that every current and former Club Omaha dancer have contracts with Club Omaha that include a confidentiality clause, class action waiver, and arbitration clause.
- 47) Respondents told current and former dancers at Club Omaha lies with the intention of causing them to stop dancing at Club Omaha.
- 48) Respondents encouraged dancers to sue Claimants, including but not limited to Diana Blanco and Cassandra Schueth without following the 30-day dispute resolution process, arbitration clause, class action waiver, and confidentiality agreement.

49) Respondents, though not attorneys, gave and continues to give legal advice to Club Omaha dancers for the purpose of soliciting them as Plaintiffs for their frivolous federal class action.

50) As a result, Claimants have suffered \$500,000 in monetary damages due to Respondents' tortious interference together with attorneys' fees and the costs of this action.

FIFTH CAUSE OF ACTION

INVASION OF PRIVACY

51) Respondents have engaged in invasion of Claimants privacy by taking screen shots of confidential Club Omaha communications and distributing them to the public (Exhibit "D").

52) Respondents have had and continue to have one or more spies in Club Omaha that feed Respondents screen shots and other confidential information for distribution to the public.

53) These private messages distributed to the public by Respondents include confidential corporate matters, confidential memorandum, confidential notices, and confidential emails, including trade secrets and confidential communications.

54) As a result of Respondents' invasion of privacy, Claimants have suffered \$500,000 in monetary damages together with attorneys' fees and the costs of this action.

SIXTH CAUSE OF ACTION

NEGLIGENCE

55) Respondents owed and continues to owe Claimants a duty of reasonable care pursuant to the terms of their 54 contracts with Claimants, as both independent contractors and members of the private membership club, Club Omaha.

- 56) Respondents were negligent, careless, and reckless in the dressing room of Club Omaha on the night of Friday, 12/20/19, when Respondents Grove and Winchell said negative things about the club, the owner, and the manager to approximately a dozen dancers.
- 57) Respondent Grove's speech created doubt, confusion, stress, and anxiety for the Club Omaha dancers on a Friday night during Christmas vacation.
- 58) Respondent Winchell was negligent, careless, and reckless in posting a long critical statement in the Club Omaha group chat regarding the club's owner after Claimant Harrington specifically stated in writing that the matter could only be addressed privately.
- 59) Respondents were negligent, careless, and reckless in failing to address their concerns with the Claimants privately and discretely by private message or in Claimants' private office.
- 60) Respondents were negligent, careless, and reckless in failing to provide their Boston employment attorneys with copies of her Club Omaha contracts including arbitration clauses and class action waivers, when Respondents had been provided copies of these contracts on multiple occasions including 12/20/19.
- 61) Respondent Grove was negligent, careless, and reckless in filing a false complaint with the NEOC that violated the confidentiality clauses of her three contracts.
- 62) Respondent Grove was negligent, careless, and reckless in filing a "Consent to Join Collective Action" form that was not signed by Respondent and contained false information regarding the dates Respondent worked at Club Omaha.
- 63) Respondent Magnuson was negligent, careless, and reckless in filing an opt-in form that was not signed by her.

- 64) Respondent Struble was negligent, careless, and reckless in filing false dates of dancing at Club Omaha.
- 65) Respondent Struble and Lewis were negligent, careless, and reckless in posting negative and confidential information regarding Claimants on social media (Exhibit “E”).
- 66) Respondent Grove was negligent, careless, and reckless in executing a declaration on 5/26/20 for filing in federal court that contained numerous misstatements of fact.
- 67) Respondents were negligent, careless, and reckless in pursuing their class action after their attorneys were provided with copies of the Club Omaha contracts with Grove on 5/30/20.
- 68) Respondents were negligent, careless, and reckless in spreading rumors and lies about Complainants at Club Omaha, on social media, and in public.
- 69) Respondents were negligent, careless, and reckless in giving current and former Club Omaha dancers legal advice about employment status and labor rights in Nebraska.
- 70) Respondents were negligent, careless, and reckless in failing to provide Claimants with any written or oral notice of any complaints or issues that Respondent had prior to filing a class action in federal court.
- 71) Respondents were negligent, careless, and reckless in failing to provide their attorneys with affidavits under oath in support of their claims.
- 72) As a result of the foregoing, Claimants have sustained damages in the amount of \$500,000 plus attorneys’ fees and the costs of this arbitration proceeding.

SEVENTH CAUSE OF ACTION

CONSPIRACY

73) Respondents, individually and jointly, in conjunction with at least eleven former Club Omaha dancers, including but not limited to Andrea Grove (Harmony), Chrystina Winchell (Veronica), Cassandra Schueth (Dallas), Diana Blanco (Mileena), Katlynn Clark (Alexis), Destinee Magnuson (Jinx), Jade Guerrero (Mina), Autumn Smith (Nikki), Sarah Frank (Zoe), Allyia Lewis (Leelah) and Rylee Struble (Rylyee) are engaged in a conspiracy to commit breach of contract, defamation, perjury, fraud, extortion, blackmail and other torts and crimes against Claimants to obtain money and cause damage to Claimant Harrington's professional and personal reputation..

74) As such, all of these individuals are jointly and severally liable for the damages sustained by Claimants.

75) Wherefore, Claimants request an order declaring all Respondents responsible for Claimants' damages in the amount of \$500,000 plus attorneys' fees and the costs of this proceeding.

EIGHTH CAUSE OF ACTION

RESTRAINING ORDER & PERMANENT INJUNCTION

76) Claimants request an order from the arbitrator precluding Respondents, their attorneys, and agents from contacting current and prior Club Omaha dancers and requiring them to remove negative posts from the internet regarding Claimants in violation of the parties' 54 contracts, including but not limited to Exhibits "D" and "E".

77) Respondents are not lawyers and their attorneys are not admitted to practice law in Nebraska where the majority of Claimants' current and former dancers reside.

78) For the past six months Respondents, their attorneys, and their agents and employees have been contacting current and former Club Omaha dancers for the unethical purpose

of soliciting them for labor law litigation against Claimants when none of these laborers suffered any damages.

79) Respondents, their attorneys, and their agents and employees have told and continue to tell Club Omaha dancers lies about their legal rights so the Boston law firm can recover legal fees and Respondents can recover money and revenge.

80) Club Omaha current and former dancers have complained that Respondents and their lawyers have repeatedly called and messaged them for purposes of solicitation as clients.

81) As a result, Claimants' contracts with multiple dancers have been terminated, and Claimants have suffered monetary damages together with attorneys' fees and the costs of this action.

82) In addition, Claimants request an order requiring Respondents to remove all posts on social media, including Facebook, Instagram, Twitter, Google, etc. regarding Club Omaha and Shane Harrington pursuant to the confidentiality clauses in the parties 54 contracts.

83) Wherefore, Claimants request an order prohibiting Respondents, their attorneys and agents from contacting Club Omaha current and former dancers and requiring Respondents to remove all negative posts regarding Claimants on the internet.

NINTH CAUSE OF ACTION

WAIVER OF RIGHT TO AAA ARBITRATION

84) Respondents has waived their right to obtain an award of monetary damages with the AAA by violating their contracts and suing Claimants in federal court.

85) "(W)e routinely apply a tripartite test to determine whether a party has waived its right to arbitration. We find waiver when the party "(1) knew of its existing right to arbitration;

(2) acted inconsistently with that right; and (3) prejudiced the other party by its inconsistent actions." *Dumont*, 258 F.3d at 886 (citing *Ritzel*, 989 F.2d at 969). *Hooper v. Cash Advance Centers*, 589 F.3d 917, 920 (8th Cir. 2009)

86) Respondents have waived their right to arbitration by filing a class action in federal court when they knew they were bound by a class action waiver and arbitration clause.

87) Complainants has been prejudiced by Respondents actions by unethical soliciting of Complainants' dancers as plaintiffs in a lawsuit, witness tampering, and legal costs for defending frivolous litigation in an amount exceeding \$50,000.

88) In addition, the Omaha World Herald and other news organizations published a story (Exhibit "C") about this federal class action that placed Claimants in a negative light all in strict violation of the Respondents 54 contracts.

TENTH CAUSE OF ACTION

EQUITABLE ESTOPPEL

89) Respondents danced part time at Club Omaha without complaint.

90) Respondents worked only on the nights they wanted to and came and left the club at whatever times they wanted to.

91) Respondents were permitted to dance at other clubs and engage in other gigs and occupations.

92) Respondents were never injured, disrespected, exploited, or otherwise damaged by Claimants.

93) Respondents earned far more money than dancers at any of the other ten strip clubs in a one-hour radius.

94) Respondents typically earned hundreds per shift and often more than \$1,000 per shift.

95) Respondent have far more favorable rules to dancers than any of the other ten strip clubs in a one-hour radius.

96) Respondents have no equitable grounds for damages as they were generously compensated and never worked overtime.

97) Furthermore, since Respondents breached their contracts, acted in bad faith, refused to engage in the 30-day Club Omaha dispute resolution process, and filed a frivolous class action in federal court against Club Omaha, all resulting in over \$50,000 in legal fees to Claimants, they are precluded from recovering any damages from Club Omaha in a AAA arbitration proceeding for minimum wage, overtime or other damages due to equitable estoppel.

ELEVENTH CAUSE OF ACTION

UNCLEAN HANDS DOCTRINE

98) Respondents should be precluded from recovering damages for wages pursuant to the unclean hands doctrine, which holds that one shall not come into a tribunal to request relief if they themselves have unclean hands regarding the same matter.

99) In the present case, Respondents have intentionally and repeatedly violated their 54 contracts by refusing to enter the 30-day dispute resolution period, by failing to abide by the confidentiality agreement, by Grove's filing of a frivolous claim with the NEOC, and by filing a class action in federal court when their contracts have arbitration clauses and class action waivers.

100) Since Respondents have engaged in a plot to destroy Claimants over the last six months, including unethical, tortious, and criminal conduct including perjury, attempted extortion and blackmail, all in violation of their contracts, Respondents should be

precluded from recovering anything as they have unclean hands.

TWELFTH CAUSE OF ACTION

SANCTIONS

- 101) Since Respondents' attorneys were aware of the arbitration clause and class action waiver in Respondents' 54 contracts, Respondents' attorneys should be sanctioned for filing a frivolous class action lawsuit, amended complaint, and motions in a federal court.
- 102) Respondents' attorneys filed the frivolous case for the bad faith purpose of soliciting clients.
- 103) As such, Respondents and their attorneys should be sanctioned for filing costly frivolous litigation in bad faith.
- 104) Claimants request a hearing to determine legal fees incurred in the defense and opposition to the frivolous and bad faith class action lawsuit filed by Respondents' attorneys.

WHEREFORE, Claimants H & S Club Omaha, Inc. and Shane Harrington hereby pray for relief in the amount of \$500,000 in damages from Respondents, plus legal fees and the costs of this action and sanctions against Respondents' counsel.

July 17, 2020

Respectfully submitted,

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New York, NY 10007
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EvanSpencerEsq.com
Attorney for Claimants

EXHIBIT

“A”

Harmony

CLUB OMAHA
Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*



dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). AG (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. AG (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 18 day of June, by and between:

Andrea Grove
Performer's Real Name Printed

Andrea Grove
Performer's Signature

Harmony
Dancer Name

(402) 504-2972
Performer's Phone Number

Slinkyharmony@gmail
Performer's Email

Shane Harrington
CO Representative's Name Printed

SH
CO Representative's Signature

Harmony

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this _____ day of _____, by and between:

Andrea Grove
Performer's Real Name Printed

Andrea Grove
Performer's Signature

Harmony
Dancer Name

(402) 504-2972
Performer's Phone Number

Adeloris27@gmail
Performer's Email

Shane Harrington
CO Representative's Name Printed

[Signature]
CO Representative's Signature

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

Harmony

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Andrea Grove Phone: (402) 504-7972 Date: 9/10, 2018

Signature: Andrea Grove Email: Adeloris27@gmail

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

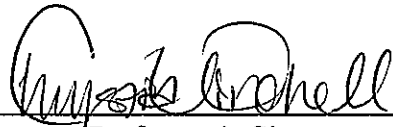
13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). CW (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. CW (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

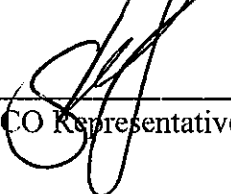
Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted ^{the} 6th day of August, by and between:

Christina Winchell 
 Performer's Real Name Printed Performer's Signature

Veronica
 Dancer Name

(712) 326-7732 stinawinchell@gmail.com
 Performer's Phone Number Performer's Email

Shane Hamington 
 CO Representative's Name Printed CO Representative's Signature

Dance Workshop

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. **No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement?** NO (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name:

Christina Winchell

Phone:

(712) 326-7732

Date:

Aug 6, 2019

Signature:

Christina Winchell

Email:

sinawinchell@gmail.com

Alina

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
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18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
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20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
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27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
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Agreed and accepted this 27 day of May, by and between:

Jade Guerrero
Performer's Real Name Printed

Jade Guerrero
Performer's Signature

Mina
Dancer Name

402-215-7696
Performer's Phone Number

Jade Guerrero 56@gmail.com
Performer's Email

Shane Harrington
CO Representative's Name Printed

[Signature]
CO Representative's Signature

CLUB OMAHA
Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

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6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
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12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

JLG

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
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19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). J. G (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. J. G (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this June day of 18, by and between:

Jade Guerrero

Performer's Real Name Printed

Jade Guerrero

Performer's Signature

Mina

Dancer Name

402-215-7696

Performer's Phone Number

Jade.Guerrero56@gmail.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

Shane Harrington

CO Representative's Signature

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty.

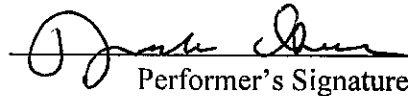
12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and play lists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.

28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this ~~14~~ 15 day of November, by and between:

Jade Guerrero
Performer's Real Name Printed



Performer's Signature

Jade
Dancer Name

402-215-2696
Performer's Phone Number

Jade Guerrero SG@gmail.com
Performer's Email

Evan Spencer
CO Representative's Name Printed


CO Representative's Signature

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

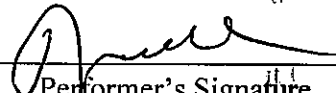
12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members of CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 5th day of Tuesday, Dec 2017, by and between:


 Performer's Real Name Printed


 Performer's Signature



Dancer Name

~~402-215-7616~~ 402-215-7616

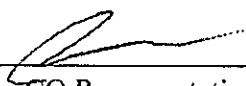
Performer's Phone Number

Jade Guerrero So@gmail.com

Performer's Email



CO Representative's Name Printed



CO Representative's Signature

Dancer Raven

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Jade Cuverro Phone: 402-215-7696 Date: 11/13, 2017

Signature: Jade Cuverro Email: JadeCuverro56@gmail.com

Mind

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? no (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property: taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Jade Guerrero
Name: Jade Guerrero Phone: 402-215-71096 Date: 5-27-19, 2019

Signature: Jade Guerrero Email: JadeGuerrero56@gmail.com

CLUB OMAHA
TEMPORARY

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 8:00 pm to 12:00 am Wednesday to Sunday. CO may open other dates and times for private parties or by appointment.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours.
3. Performer must be walked to their cars at night by security or a manager.
4. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
5. House is 10% of Performer's daily gross of \$200 or more (no house if performer grosses less than \$200).
6. Performer must be dressed and ready to perform when signing in. No weekend penalties for not working weeknights, no minimum shifts, no traveling contracts, and no cap on entertainers.
7. Dance prices are \$40 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$50 for Performer), \$200 for a 30-minute bed dance (\$100 for Performer) and other prices for Toy Shows and other performances all with a 50/50 split to CO.
8. Performer will split all tips with CO on a 50/50 basis.
9. Management may run dance specials from time to time and Gold members receive an extra 5 minutes for every 15-minute dance.
10. A shift is at least four hours between 8:00 pm and 12:00 am or as set up by the manager.
11. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
12. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media during the term of this agreement and in perpetuity thereafter.
13. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
14. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
15. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive

- unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
16. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
 17. Performers are responsible for paying taxes as required by law.
 18. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
 19. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
 20. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
 21. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!).
 22. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation.
 23. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
 24. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
 25. CO may modify this agreement with written notice to Performer.
 26. CO may suspend Performer for violating any of these rules or regulations.
 27. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 19th day of March 2020, by and between:

Dana Banco

Performer's Real Name Printed



Performer's Signature

Mileena

Dancer Name

Performer's Phone Number

Performer's Email

Shane Harrington

CO Representative's Name Printed



CO Representative's Signature

Mikenna

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). DB (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. DB (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 18th day of June, by and between:

Dana Blance
Performer's Real Name Printed

[Signature]
Performer's Signature

Mileena
Dancer Name

4026379063
Performer's Phone Number

[Signature]
Performer's Email

Shane Harrington
CO Representative's Name Printed

[Signature]
CO Representative's Signature

Mileena

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.


12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 5th day of May, by and between:


Diana Blanco
Performer's Real Name Printed


Performer's Signature

Mileena
Dancer Name

402 637 9063
 Performer's Phone Number

Shane Harrington
CO Representative's Name Printed


CO Representative's Signature

CLUB OMAHA
Independent Contract Dancer Agreement

Mileena
Dancer

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$30 until 6:31pm (\$10 additional each half hour) Sunday to Thursday, \$50 until 6:31pm (\$10 additional each half hour) Friday & Saturday. Performer must be dressed and ready to perform when signing in. No weekend penalties for not working weeknights, no minimum shifts, no traveling contracts, and no cap on entertainers.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
9. Management may run dance specials from time to time as needed and Gold members receive an extra 5 minutes for every 15-minute dance.
10. There is a \$20 penalty if Performer gets less than two private dances in a shift.
11. Performer may buy herself off stage for \$100 per shift. When a Performer buys herself off stage they have the option of dancing one or more sets without penalty.
12. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
13. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
14. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.

15. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
16. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
17. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
18. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
19. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
20. Performers are responsible for paying taxes as required by law.
21. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
22. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
23. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
24. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.*
25. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). DB (Initial)
26. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. DB (Initial)
27. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.

28. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
29. CO may modify this agreement with written notice to Performer.
30. CO may suspend Performer for violating any of these rules or regulations.
31. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 24 day of October, by and between:

Diana Blane
Performer's Real Name Printed

Miteena
Performer's Signature
Diana Blane

Miteena
Dancer Name

4026379068
Performer's Phone Number

connievaneta@gmail.com
Performer's Email

Shane Harrington
CO Representative's Name Printed

SH
CO Representative's Signature

Miteena

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 8 day of January 2019, by and between:

Dana Blanco

Performer's Real Name Printed

[Signature]
Performer's Signature

~~Michelle~~ Mileena

Dancer Name

4026379063

Performer's Phone Number

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]
CO Representative's Signature

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
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9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
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21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
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24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

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31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 27th day of August 2018, by and between:

Dana Blanco

Performer's Real Name Printed

Dana Blanco

Performer's Signature

Nikki

Dancer Name

(402) 637-9063

Performer's Phone Number

dblanc0172@gmail.com

Performer's Email

CO Representative's Name Printed

CO Representative's Signature

~~MAILED~~
Mileena

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**


CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. **No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha.** Are you a law enforcement officer or working with law enforcement? no (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Diana C Blamo Phone: (402) 637-9063 Date: Aug 27, 2018

Signature:  Email: dblamo172@gmail.com

MIL ee na

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. **No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement?** DB (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Diana Blanco Phone: _____ Date: 5/6/, 2019

Signature: Diana Blanco Email: _____

Mileena

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2607 S. 120th St., Omaha, NE, featuring live entertainment. All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees expressly paid for live entertainment only. All members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., Club 120, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, stalking, vandalism, public urination, littering, graffiti, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I waive, release and discharge The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I shall indemnify, hold harmless, and promise not to sue The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration, if necessary with the American Arbitration Association at their regional office in Denver, CO. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Diana C. Blanco Phone: 410 637 9068 Date: 04, 2019

Signature: [Signature] Email: connieiraneta@gmail

CLUB OMAHA

Nikki

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 11th day of march 2019, by and between:

Autumn Smith

Performer's Real Name Printed

Autumn Smith

Performer's Signature

Nikki

Dancer Name

402-598-2860

Performer's Phone Number

autumnsmith99@yahoo.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty.
12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and play lists is optional.

13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.

31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

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Agreed and accepted this 21 day of August, 17, by and between:

Autumn Smith
Performer's Real Name Printed

Autumn Smith
Performer's Signature

Nikki
Dancer Name

402 312 3491
Performer's Phone Number

autumnnsmith99@yahoo.com
Performer's Email

Joe Evans
CO Representative's Name Printed

[Signature]
CO Representative's Signature

Facebook
Autumn Smith

Nikk

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

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2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
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Agreed and accepted this 10 day of december, by and between:

Autumn Smith
Performer's Real Name Printed

Autumn Smith
Performer's Signature

Nikki
Dancer Name

(402) 312-3491
Performer's Phone Number

autumnsmith99@yahoo.com
Performer's Email

Evan Spencer
CO Representative's Name Printed

Evan Spencer
CO Representative's Signature

NIKKI

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

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2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
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6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 8 day of May, by and between:

Autumn Smith
Performer's Real Name Printed

Autumn Smith
Performer's Signature

Nikki
Dancer Name

531-301-7742
Performer's Phone Number

autumnnsmith99@yahoo.com
Performer's Email

Evan Spencer
CO Representative's Name Printed

Eva Spencer
CO Representative's Signature

Dancer - NKKK 2.0

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Autumn Smith Phone: 402 312 3491 Date: Aug 21, 2017

Signature: Autumn Smith Email: autumnsmith99@yahoo.com

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

Nikki

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Autumn Smith Phone: 402-598-2860 Date: 3/11, 2019

Signature: Autumn Smith Email: autumnsmith99@yahoo.com

Jinx

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

DM

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*


DA

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). DM (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. DM (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 19 day of June, by and between:


Destinee Magnuson 
 Performer's Real Name Printed Performer's Signature

Jinx
 Dancer Name

(402) 306-9562
 Performer's Phone Number

DestineeMagnuson@gmail.com
 Performer's Email

Shane Harrington
 CO Representative's Name Printed


 CO Representative's Signature

Jinx

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

DM

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 6th day of May, by and between:

Destinee Magnuson Destinee Magnuson
 Performer's Real Name Printed Performer's Signature

Jinx
 Dancer Name

(402) 306-9562 Destinee.Magnuson@Gmail.com
 Performer's Phone Number Performer's Email

Shane Harrington [Signature]
 CO Representative's Name Printed CO Representative's Signature

DM

Jinx

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 2603 – 2607 S. 120th Street, Omaha, NE, featuring live entertainment. No law enforcement officer or investigator may join CLUB OMAHA or enter the property without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please exit the premises immediately!). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$15.00 one-night membership fee (limited time only), or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, fees, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations") as well as the laws of the City of Omaha and State of Nebraska.

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, banned, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, landlord, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the property, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Destinee Magnuson Phone: 402 306 9502 Date: May 6th, 2019

Signature: Destinee Magnuson Email: Destinee Magnuson@gmail.com

Dallas

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including the following:

1. CO operating hours are 6:00 pm – 5:00 am seven days a week but if we are slow during the week we will close earlier.
2. CO is a private membership club that charges members \$30 for a one night membership, \$50 for a one year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice.
3. Member admission price is \$10 Sunday – Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday.
4. Performer shall pay a rental fee for the stage as well as the private rooms. These fees are per shift.
5. Dance prices are \$30 for a single song (\$20 for you), \$100 for a 15-minute bed dance (\$70 for you), and \$200 for a 30-minute bed dance (\$140 for you). Dancers may charge more with permission of manager.
6. House fees for Performers are FREE Sunday - Wednesday if you are on the floor ready to work by 6:00 pm. House fees from 6:01 – 6:30 are \$10 and \$10 additional every half hour later you hit the floor. Total girls capped at 10 from Sunday – Wednesday except for special events or promotions.
7. House fees for Performers are FREE Thursday - Saturday if you are on the floor by 6:00 pm. House fees from 6:01 – 6:30 are \$20 and \$10 additional every half hour later you hit the floor. Total girls capped at 20 from Thursday to Saturday except for special events or promotions.
8. Performers will be charged an additional fee of \$30 Thursday - Saturday nights on top of the house fee.
9. Performers must check in at the front desk before they hit the floor.
10. Performer is required to work a minimum of four shifts per week at any of our locations. Our week is from Sunday - Saturday and two shifts must be Sunday - Wednesday. If you

miss your 2 week night shifts and you still want to work the weekend you will be required to pay \$100.00

11. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
12. If you are caught not paying for a dance, skipping out on house or anything like that you will be charged \$100 at managers discretion.
13. You are allowed to work at any other clubs not associated with CO.
14. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
15. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
16. Performer agrees that if CO is promoting you on any social media you are required to be there every night that is included in the promotion.
17. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
18. CO will continue to make "Suggested Schedules" so everyone has the best chance to make the most money they can. These are just suggestions and are not required as long as you work your minimum of four shifts per week at any of our locations.
19. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
20. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), sexual harassment, defamation, or any other civil causes of action.
21. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
22. Performers are responsible for paying taxes as required by law.
23. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at the clubs to the manager on duty.
24. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift.

25. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
26. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
27. Performer shall maintain the confidentiality of all activities and members at CO.
28. CO may modify this agreement with written notice to Performer.
29. CO may suspend Performer for violating any of these rules or regulations.
30. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 06 day of April 2017, by and between:

Cassie Schorn
Performer's Name Printed

Cassie Schorn
Performer's Signature

531-203-3799
Performer's Phone Number

Countrygirl93.15@gmail.com
Performer's Email

Shane Harrington
CO Representative's Name Printed

[Signature]
CO Representative's Signature

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including the following:

1. Performer shall pay a rental fee for the stage as well as the private rooms; see attached page titled Contractor Fee Agreement. These fees are per shift.
2. Performer is required to work a minimum of three shifts per week at any of our locations. Our week is from Sunday to Saturday and one shift must be Sunday to Wednesday.
3. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
4. If you do not work a minimum of three shifts per week you will be required to pay double rental fees.
5. You are allowed to work at any other clubs not associated with CO as long as you meet the requirements put forth in this agreement.
6. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
7. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
8. Performer agrees that if CO is promoting you on any social media you are required to be there every night that is included in the promotion.
9. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
10. CO will continue to make "Suggested Schedules" so everyone has the best chance to make the most money they can. These are just suggestions and are not required as long as you work your minimum of three shifts per week at any of our locations.
11. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
12. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), sexual harassment, defamation, or any other civil causes of action.
13. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
14. Performers are responsible for paying taxes as required by law.

15. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at the clubs to the manager on duty.
16. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift.
17. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
18. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
19. Performer shall maintain the confidentiality of all activities and members at CO.
20. CO may modify this agreement with written notice to Performer.
21. CO may suspend Performer for violating any of these rules or regulations.
22. CO and/or Performer may terminate this agreement at any time with written notice.
23. If for any reason you do not follow these guidelines set forth that you have agreed upon when signing this contract you will either be terminated or will be put on probation for 30 days and your club rental fee will be doubled for those entire 30 days. This will be at the CO's discretion.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 13 day of April 2017, by and between:

~~Dallas~~ Cassi Schvett
Performer's Name Printed

Cassi Schvett
Performer's Signature

531-203-3799
Performer's Phone Number

Countrygirl93.15@gmail.com
Performer's Email

Evan Spencer
CO Representative's Name Printed

Evan Spencer
CO Representative's Signature

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 3rd day of May 2018, by and between:

Cassandra Schuetz
Performer's Real Name Printed

Cassandra Schuetz
Performer's Signature

Dallas
Dancer Name

531-203-3799
Performer's Phone Number

countrygirl93-cs@gmail.com
Performer's Email

Evan Spencer
CO Representative's Name Printed

Evan Spencer
CO Representative's Signature

Dablas

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 12 day of December, by and between:

Alessandra Smith
Performer's Real Name Printed

Alessandra Smith
Performer's Signature

Darius
Dancer Name

531-203-3799
Performer's Phone Number

antmyg12193.C@gmail.com
Performer's Email

Joe Eura
CO Representative's Name Printed

[Signature]
CO Representative's Signature

CLUB OMAHA

Dallas

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

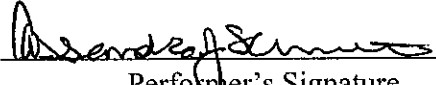
12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 13 day of November 2018, by and between:

Cassandra Schueth
Performer's Real Name Printed

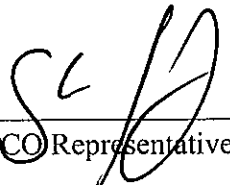

Performer's Signature

Danae
Dancer Name

531-727-0031
Performer's Phone Number

Cantingirl93@gmail.com
Performer's Email

Shane Harrington
CO Representative's Name Printed


CO Representative's Signature

Dallas

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm -- 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 - 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday - Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

CJ
Dallas

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). CS (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. CS (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 19th day of June 2019, by and between:

Cassandra Schmitt

Performer's Real Name Printed

Cassandra Schmitt

Performer's Signature

Dallas

Dancer Name

402-260-9928

Performer's Phone Number

lontapi193.cso@gmail.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

Dallas *Dancer Renewal!!*

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services. ✓

Name: Cassie Schreth Phone: 531-727-0031 Date: 11/13, 2018

Signature: Cassie Schreth Email: Countrygirl93CS@gmail.com

Dancer Dallas

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
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No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not drink alcohol to excess and shall not depart or enter the property with a driver with a B.A.C. in excess of 0.08%. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated and/or reported to the authorities.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a dispute arises between a Member and The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Cassie Schmitt Phone: 531-203-3799 Date: 4-03 ~~13-03~~, 2017

Signature: Cassie Schmitt Email: countrygirl93.cs@gmail.com

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. *X* House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.

13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.

14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.

15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.

16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.

17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.

18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.

19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.

20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.

21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.

22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.

23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.

24. Performers are responsible for paying taxes as required by law.

25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.

26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
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31. CO may modify this agreement with written notice to Performer.
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33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 3/19/19 day of _____, by and between:

alliyia lewis

Performer's Real Name Printed

alliyia lewis

Performer's Signature

leelan

Dancer Name

402-250-5463

Performer's Phone Number

alliyialewis4@gmail.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

Leelah

CLUB OMAHA**Independent Contract Dancer Agreement**

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Agreed and accepted this 2nd day of July, by and between:

Allia Lewis

Performer's Real Name Printed

[Signature]

Performer's Signature

Reelan

Dancer Name

402-250-5463

Performer's Phone Number

alewis42191@gmail

Performer's Email

Evan Spencer

CO Representative's Name Printed

[Signature]

CO Representative's Signature

lee lan

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
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Name: Alliya Lewis Phone: 402-250-5463 Date: 3/18/20, 2019

Signature: *Alliya Lewis* Email: *allyia lewis4@gmail.com*

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Name: Alliyah Lewis Phone: 402-250-5463 Date: July 2, 2018

Signature: [Signature] Email: alewis421@gmail.com

Dancer: Lexie

CLUB OMAHA

Independent Contract Dancer Agreement

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4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and play lists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least six hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.

28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 4th day of October, by and between:

Rylee Struble
Performer's Real Name Printed

Rylee Struble
Performer's Signature

Rylee
Dancer Name

402-505-1928
Performer's Phone Number

Rylee.Struble@yahoo.com
Performer's Email

Joe Evans
CO Representative's Name Printed

[Signature]
CO Representative's Signature

Darcel I Kyle

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Rylee Struble Phone: 402-505-1928 Date: 10/4, 2017

Signature: *Rylee Struble* Email: rylee.struble@yahoo.co

20e

CLUB OMAHA
Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). _____ (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. _____ (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 20 day of June, by and between:

Sarah Frank

Performer's Real Name Printed

[Signature]

Performer's Signature

Zoe

Dancer Name

402.740.9393

Performer's Phone Number

mortalsanddogshit@gmail.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

CLUB OMAHA
Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$30 until 6:31pm (\$10 additional each half hour) Sunday to Thursday, \$50 until 6:31pm (\$10 additional each half hour) Friday & Saturday. Performer must be dressed and ready to perform when signing in. No weekend penalties for not working weeknights, no minimum shifts, no traveling contracts, and no cap on entertainers.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
9. Management may run dance specials from time to time as needed and Gold members receive an extra 5 minutes for every 15-minute dance.
10. There is a \$20 penalty if Performer gets less than two private dances in a shift.
11. Performer may buy herself off stage for \$100 per shift. When a Performer buys herself off stage they have the option of dancing one or more sets without penalty.
12. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
13. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
14. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.

15. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
16. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
17. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
18. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
19. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
20. Performers are responsible for paying taxes as required by law.
21. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
22. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
23. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
24. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.*
25. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). SO (Initial)
26. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. SO (Initial)
27. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.

28. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
29. CO may modify this agreement with written notice to Performer.
30. CO may suspend Performer for violating any of these rules or regulations.
31. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 10 day of October, by and between:

Sarah Frank

Performer's Real Name Printed

[Signature]

Performer's Signature

Zoe

Dancer Name

402.629.0743

Performer's Phone Number

mortalsanddogshit@gmail.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

Loe

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend—penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 9th day of July, by and between:

Sarah Frank

Performer's Real Name Printed

[Signature]

Performer's Signature

Zoe

Dancer Name

402.208.1845

Performer's Phone Number

mortalsanddaphut@gmail.com

Performer's Email

Evan Spencer

CO Representative's Name Printed

[Signature]

CO Representative's Signature

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO! (If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Sarah Frank Phone: 402-208-1845 Date: July 9, 2018

Signature: [Signature] Email: mortalsanddogshit@gmail.com

Dancer

Zoe

**CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER**

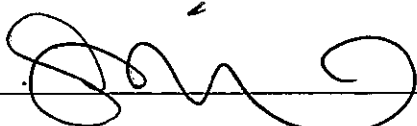
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If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Sarah Frank Phone: 402.350.9527 Date: 5/22, 2017

Signature:  Email: zlfrank77@gmail.com

Alexis

CLUB OMAHA
Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at CO and private events, including but not limited to the CO articles of incorporation, bylaws, rules and regulations posted at the CO front entrance, front desk, and the following Performer rules:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if CO is slow during the week CO will close earlier but in no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including Easter, Independence Day, Thanksgiving, and Christmas or limit operating hours (ie. 10:00 pm – 4:00 am).
3. CO is a private membership club that charges \$25 - \$35 for a one-night membership, \$50 - \$60 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges and may offer specials on the CO FB page and with \$20 gift cards.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Member admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall park in the back of CO on Friday and Saturday nights and in front of CO on Sunday to Thursday nights. Performer must enter CO through the back from 5:30 – 6:30 pm on weekend nights and must enter the front after 6:30 pm. Performer must be walked to their cars at night by security or a manager.
6. Performer shall pay a house fee ("House") per shift for rental of a private locker and access to the dressing room, stage and private rooms for professional purposes.
7. House is \$20 on weeknights (Sunday – Thursday) and \$50 on weekends (Friday & Saturday) if Performer signs in by 6:30 pm. House is an additional \$10 if Performer signs in from 6:31 to 7:00 and \$10 additional every half hour thereafter. Performer must be dressed and ready to perform when signing in.
8. Performer must work a minimum of two weekday shifts from Sunday to Thursday.
9. If Performer works only one weekday in a given week she must pay a \$100 weekend penalty for the first weekend night she dances that week (plus House).
10. If Performer fails to dance at all during a given week she must pay a \$100 penalty for each weekend night she dances that week (plus House).
11. Performers are capped at 14 Sunday to Thursday with exceptions made for new Performers and Traveling Performers. Performers are capped at 18 Friday & Saturday with exceptions for Traveling Performers. The cap may be lifted for special events such as College World Series and Berkshire Hathaway Convention.
12. Performers who dance at least three weekdays for a full 8-hour shift earn free weekend House for Friday and/or Saturday night. Performers must reserve weekend spots Thursday evening and sign in by 9:00 pm Friday and/or Saturday to work.

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13. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), \$200 for a 30-minute bed dance (\$140 for Performer) and other prices for Toy Shows and other performances.
14. Management may run dance specials from time to time as needed.
15. There will be a \$20 penalty if Performer gets less than two private dances in a shift.
16. Performers may buy themselves off stage for \$100 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets without penalty.
17. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
18. Dancers may pay a \$50 penalty plus House to leave before they have reached 8 hours.
19. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
20. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
21. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
22. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
23. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
25. Performers are responsible for paying taxes as required by law.
26. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe to CO.
27. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
28. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
29. CO suggests that Performers follow an optional tipping structure to reward the team that makes it possible for you to make money each night. Performers should consider tipping \$15 minimum for a slow night and up to \$100 for a great night (\$5 min for DJ, \$5 min to cover all Security as a team, \$5 min for Manager). *Some of the things the DJ does to help you make more money are: playing your song requests, hyping you up to the crowd, and juggling the dance order so you can skip stage to do private dances. Some of the things security does to help you make more money and keep you safe are: walking you to your car, carrying your bag, helping members find you, and recommending you to members for private dances. Some things the manager does to help you make money are: running*

dance specials to get you more dances, upselling dances for you, helping members find you, and recommending you to members.

30. Performer shall follow the CO Facebook group chat by reading all messages in their entirety a minimum of once per day and shall maintain the confidentiality of the group chat (no screenshots may be shared with third parties!). KC (Initial)
31. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to anyone under any circumstances, including but not limited to negative commentary, threats, etc. on social media. Performers who do so shall be liable for monetary damages caused by such defamation. KC (Initial)
32. Performer shall not give personal contact information to any CO member and shall not meet or socialize with any CO member outside the clubs without permission of CO.
33. Performer shall maintain the confidentiality of all activities and members at CO and shall not take pictures or videos at Club Omaha without express permission from management.
34. CO may modify this agreement with written notice to Performer.
35. CO may suspend Performer for violating any of these rules or regulations.
36. CO or Performer may terminate this agreement at any time with or without notice.

Performer is bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented in writing followed by a 30-day period during which the parties must enter good faith negotiations. If no resolution is reached all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any affiliated therewith.

Agreed and accepted this 18 day of June, by and between:

Kathryn Clark
Performer's Real Name Printed

[Signature]
Performer's Signature

Aletis
Dancer Name

402 630 9854
Performer's Phone Number

Katie.Clark.11@yahoo.com
Performer's Email

Shane Harrington
CO Representative's Name Printed

[Signature]
CO Representative's Signature

Alexis

CLUB OMAHA**Independent Contract Dancer Agreement**

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 14 from Sunday to Thursday. Total Performers are capped at 18 from Friday & Saturday. (Excluding special events such as College World Series, Berkshire etc)
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 7 day of January, by and between:

Katlynn Clark

Performer's Real Name Printed

[Signature]

Performer's Signature

Alexis

Dancer Name

402-612-3483

Performer's Phone Number

Katie.Clark1@yahoo.com

Performer's Email

Shane Harrington

CO Representative's Name Printed

[Signature]

CO Representative's Signature

Alexis

CLUB OMAHA

Independent Contract Dancer Agreement

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4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
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Agreed and accepted this 17th day of December, by and between:

Katlynn Clark [Signature]
Performer's Real Name Printed Performer's Signature

Alexis
Dancer Name

402 612 3483 Katie.clark11@yahoo.com
Performer's Phone Number Performer's Email

Evan Spencer [Signature]
CO Representative's Name Printed CO Representative's Signature

Alexis

CLUB OMAHA**Independent Contract Dancer Agreement**

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9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
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20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.
27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.

28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
29. Performer shall not exchange personal contact information with any CO member and shall not meet or socialize with any CO member outside the clubs without the written permission of CO.
30. Performer shall maintain the confidentiality of all activities and members at CO.
31. CO may modify this agreement with written notice to Performer.
32. CO may suspend Performer for violating any of these rules or regulations.
33. CO and/or Performer may terminate this agreement at any time with written notice.

Performers are bound by CO's arbitration clause as follows: Any dispute between Performer and CO must be presented to opposing party in writing followed by a 30-day period during which the parties must enter good faith negotiations to resolve the dispute. If the parties are unable to do so, any and all disputes may only be resolved by way of binding arbitration with the American Arbitration Association's regional office in Denver, Colorado pursuant to the laws of the State of Nebraska. Performer may not sue in an individual, group or class action, CO, it's shareholders, partners, employees, agents, contractors, or any individual or entity related thereto under any circumstances.

Agreed and accepted this 10 day of September, by and between:

Katlyn Clark

Performer's Real Name Printed

[Signature]

Performer's Signature

Alexis

Dancer Name

402 612 3483

Performer's Phone Number

Katie.Clark11@yahoo.com

Performer's Email

Evan Spencer

CO Representative's Name Printed

[Signature]

CO Representative's Signature

Alexis

CLUB OMAHA

Independent Contract Dancer Agreement

H & S Club Omaha, Inc. d/b/a Club Omaha ("CO") and the independent contractor/exotic dancer named below (herein referred to as "Performer") who wishes to join CO as a member and dance in consideration for tips and performance fees, hereby enter into the following agreement:

Performer agrees to abide by CO's rules and regulations while performing at company locations in Omaha and other locations (including but not limited to private parties), including but not limited to the CO articles of incorporation, bylaws, rules and regulations including those posted at the CO exterior front entrance and the following:

1. CO operating hours are 6:00 pm to 5:00 am seven days a week but if we are slow during the week we will close earlier but no event earlier than 3:00 am. CO may stay open later than 5:00 am for private parties or private dances at the discretion of management.
2. CO may close on certain holidays including but not limited to Easter, Independence Day, Thanksgiving, and Christmas.
3. CO is a private membership club that charges members \$30 for a one-night membership, \$50 for a one-year membership, and \$300 for a VIP Gold membership. CO may modify membership charges with written notice and may offer specials on the CO Facebook page.
4. CO member admission price is \$10 Sunday to Thursday and Friday & Saturday before midnight. Admission price is \$20 after midnight on Friday & Saturday. Admission prices are in addition to one night or annual membership fees.
5. Performer shall pay a house fee for the stage as well as the private rooms. These fees are per shift.
6. House fees for Performers are \$20 if you sign in before 6:30 pm. House fees from 6:31 to 7:00 are an additional \$10 and \$10 additional every half hour thereafter that you sign in. Performers must be dressed and ready to perform when they sign in.
7. Total Performers are capped at 10 from Sunday to Thursday. Total Performers are capped at 20 from Friday & Saturday.
8. Dance prices are \$30 for a single song (\$20 for Performer), \$100 for a 15-minute bed dance (\$70 for Performer), and \$200 for a 30-minute bed dance (\$140 for Performer).
9. Performers may charge more with permission of manager and management may offer dancer specials to members with notice to Performers including but not limited to two for one single song dances and \$99 20-minute bed dances.
10. There will be an additional \$20 house fee if Performer gets less than two private dances in any given shift.
11. Performers may buy themselves off stage for \$40 per shift. When a Performer buys themselves off stage they have the option of dancing one or more sets if they choose to

without penalty. Dancers may also pay \$50 in order to leave before they have reached 8 hours.

12. Performers must pay a \$30 private dance security fee and DJ play list fee to Security and DJ Friday & Saturday nights. Sunday to Thursday nights tipping DJ and Security for dance security and playlists is optional.
13. Performer is required to work a minimum of two weekday shifts from Sunday to Thursday.
14. If Performer fails to dance two weekdays in a given week, they must pay a \$100 weekend penalty for each weekend night (Friday or Saturday) they dance that week. If Performer dances only one weekday in a given week, they must pay a \$100 weekend penalty for the first weekend night they dance that week.
15. A shift is at least eight hours between 6:00 pm and 5:00 am or as set up by the manager.
16. Performer is allowed to work at any other clubs not associated with CO as long as Performer meets the requirements set forth in this agreement.
17. Performer consents to allow CO to use Performer's photos, videos, snapchat and dancer name to promote CO on social media.
18. Performer shall not take photos or videos on CO property without the permission of the manager on duty and shall not post or share any such photos or videos without written permission of CO.
19. Performer agrees that if CO is promoting Performer on any social media Performer is required to be there every night that is included in the promotion.
20. Performer is required to be clean and well-groomed every shift they are providing their services; including but not limited to, natural hair colors (example Blonde, Black, Brunette, and Red if natural looking). This business is based around looks and your overall appearance controls the amount of money you make.
21. Performer agrees they are an Independent Contractor and waives any right to receive an hourly wage based on their status.
22. Performer recognizes there are inherent risks to performing at CO and waives any right to sue CO for personal injuries sustained on CO property or other locations (whether while dancing, slip and fall, etc.), as well as sexual harassment, defamation, or any other civil causes of action.
23. Performer shall not be entitled to receive unemployment benefits, worker's compensation, disability, or any similar employee-related benefits from CO.
24. Performers are responsible for paying taxes as required by law.
25. Performer shall not engage in any illegal activities at CO including but not limited to drug use/sale or prostitution and shall report any illegal activities they observe at CO to the manager on duty.
26. Performer shall not arrive intoxicated on drugs or alcohol for a shift and shall not consume alcohol during a shift without permission of management.

27. Performer shall not accept an alcoholic drink from a member and may not sell or give alcohol to anyone in or outside CO.
28. Performer shall not defame by libel or slander CO or their shareholders, partners, employees, agents, or contractors to any third party under any circumstances. Performers who do so shall be liable for monetary damages caused by such defamation.
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Agreed and accepted this 20th day of March, by and between:

<u>Kathryn Clark</u>	<u>[Signature]</u>
Performer's Real Name Printed	Performer's Signature

Alexis
Dancer Name

<u>402-612-3483</u>	<u>Katie.Clark11@yahoo.com</u>
Performer's Phone Number	Performer's Email

<u>Evan Spencer</u>	<u>[Signature]</u>
CO Representative's Name Printed	CO Representative's Signature

CLUB OMAHA APPLICATION, TERMS OF MEMBERSHIP,
CONFIDENTIALITY AGREEMENT & INJURY WAIVER

Parcer
Alexis

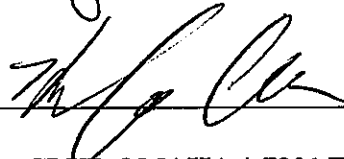
CLUB OMAHA is a private membership club for adults ages 18 and older that holds private events at 7301 Farnam Street, Omaha, NE, featuring live entertainment. Midwest Girls Club memberships are honored at CLUB OMAHA. No law enforcement officer or investigator may join CLUB OMAHA or enter the property in their official capacity without a warrant or advance permission from Club Omaha. Are you a law enforcement officer or working with law enforcement? NO If so, please execute our Law Enforcement Waiver). All membership information is confidential and obtained strictly for the safety of our members. Applicants must provide a copy of valid ID, pay a \$50.00 annual membership fee, \$30.00 one-night membership fee, or \$300.00 Gold membership fee, along with executing this agreement to join. Annual memberships and Gold memberships are renewed every year at the member's option while one-night memberships are a one-time fee. Entry fees for CLUB OMAHA are \$10.00 all times except Friday and Saturday after midnight when entry fees are \$20.00. All fees are expressly paid for live entertainment only. All Members are subject to the Articles of Incorporation, Bylaws, and rules and regulations, (including the private dance policy, arbitration clause and class action waiver) of H & S Club Omaha, Inc., MelTech, Inc. and MGC, Inc. (collectively "The Corporations").

No member shall engage in illegal or inappropriate activity including but not limited to prostitution, sexual contact, exposure, drug possession or use, alcohol sales, assault, battery, harassment, bullying, vandalism, public urination, littering, theft, or defamation. Weapons of any kind are prohibited on the property. Members shall maintain the privacy and confidentiality of all activities occurring on the property; taking photographs or videos on the property are strictly prohibited. Members shall not depart or enter the property with a driver with a B.A.C. of 0.08% or higher. Members who are asked to depart the property must do so promptly and without dispute. In the event a member violates any of these rules and regulations they may be suspended, terminated, reported to the authorities, and/or sued.

In consideration for the right to join CLUB OMAHA, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: I WAIVE, RELEASE, AND DISCHARGE The Corporations and their shareholders, members, employees, contractors, guests, etc. (collectively "Affiliates") from any and all liability, arising from anything that occurs on or off the properties, including but not limited to the negligence or fault for my death, disability, personal injury, property damage, fire, property theft, defamation or actions of any kind which may occur to me on the property or are otherwise attributable to The Corporations and Affiliates and I SHALL INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE The Corporations or Affiliates for any reason.

If a Member has a grievance or complaint with The Corporations or Affiliates, a 30-day period shall be allotted to resolve the dispute in writing, followed by binding arbitration if necessary with the American Arbitration Association at their regional office in Denver, Colorado. Monetary damage awards (if any) shall be limited to the amount paid for membership fees or services.

Name: Kathryn Clark Phone: 402-612-3483 Date: 3/26/, 2018

Signature:  Email: Katie.Clark11@aol.com

EXHIBIT

“C”

https://www.omaha.com/news/local/former-exotic-dancers-sue-club-omaha-claiming-they-should-be-classified-as-employees/article_f023583c-6f47-537d-a336-ad1908aa13f5.html

Former exotic dancers sue Club Omaha, claiming they should be classified as employees

By Nancy Gaarder World-Herald staff writer
Jun 27, 2020

Former strippers at an Omaha club have sued over their employment status, saying they should have been classified as employees, not independent contractors.

Eleven women are suing Club Omaha, which is one of the region's largest strip clubs. They say being classified as contractors deprived them of a minimum wage and overtime and illegally obligated them to make payments to management.

The class-action suit seeks back pay.

Andrea Grove, the lead plaintiff, said the lawsuit is about more than money. It's also about other benefits, such as workers' compensation, sick leave and the right to address sexual harassment.

Their federal lawsuit, filed in May, is taking place against a national backdrop in which a growing number of strippers — traditionally contract workers — are seeking reclassification under federal labor law. A Bloomberg Law review last year found that lawsuits were being filed by exotic dancers at a rate of one every four days and that most district courts had ruled in favor of the dancers.



Andrea Grove is the lead plaintiff in a federal lawsuit against Club Omaha seeking to have strippers there reclassified as employees, not contract workers.

COURTESY/CHRISTOPHER TIERNEY

“The industry as a whole is broken,” Grove said. “There’s no regulation, and some of that is because it’s taboo to think about sex work. Stripper rights aren’t the first thing that come to mind when it comes to strip clubs.”

Shane Harrington, owner of the club at 2607 S. 120th St., is seeking to have the case dismissed. He has filed a counterclaim, saying the women have violated their contracts by not going through arbitration, breaking confidentiality and violating a waiver of their right to seek class-action status. He is seeking \$500,000 from the women.

“These dancers are suing for minimum wage when they made at least 5x — 10x minimum wage, often over \$1,000 per night,” he said in a statement emailed to The World-Herald. “They are falsely claiming to be employees when they never had to work a schedule and were allowed to work anywhere they liked, anytime they wanted.”

Under the independent contractor arrangement, the clubs contract with dancers who pay multiple fees to work there. In return, the clubs provide a dance venue, a dressing room, bouncers and other services.

The fees vary. At Club Omaha, dancers pay an initial house fee of \$20 a night, with the amount increasing by \$10 per half-hour if they begin their shift later in the evening.



Shane Harrington

Dancers are also billed if they don't work enough, whether it's not working sufficient shifts in a week or not providing sufficient entertainment during a shift. According to court documents, dancers at Club Omaha pay \$100 if they miss one of two required weekday shifts, \$50 if they leave early and \$100 if they don't go onstage to dance. Additionally, the women are required to monitor feedback from club management via a private Facebook page.

The dancers are paid by the patrons, with the amount determined by the club and based on the type of dance. At the time of the lawsuit, patrons paid \$30 for a single-song private dance, with the dancer keeping \$20, and \$200 for a 30-minute bed dance, with the dancer keeping \$140. A bed dance is when the patron lays down on a bed at the club and the dancer performs above him or her.

Grove said dancers are expected to tip the bouncers, managers and other employees. Harrington said tips are optional.

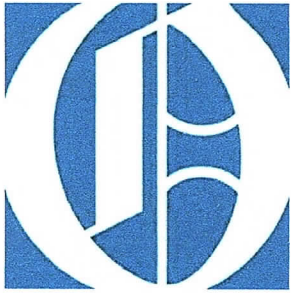


Omaha woman was on PCP, driving 94 mph before deadly crash, authorities say

>>

Grove said that because of the fees, tips and other rules, dancers have little control over their work lives. Hence, they're employees, not contractors.

Harrington said in his statement that the lawsuit is a frivolous effort by discontented dancers.



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“A few disgruntled former dancers found an out-of-state firm to file this frivolous lawsuit in bad faith based on perjured declarations under oath and no other evidence,” he said.

The Boston law firm of Lichten & Liss-Riordan is representing the women before U.S. District Judge Joseph Bataillon.

Harrington’s New York-based attorney, Evan Spencer, has filed a motion to have the suit dismissed on multiple grounds, including that the dispute should have been handled through arbitration. He also cited a 2018 decision by the Nebraska Supreme Court that a dancer at Shakers, a strip club in Waverly, did not make a case for compensation under federal labor law.

Harrington is optimistic that the courts will rule in his favor.

“We’re confident the federal case will be dismissed and the claims will be resolved with (arbitration),” he said.

Harold Lichten, who is representing the women, said the Nebraska Supreme Court ruling buttresses their lawsuit because it concluded that the stripper in that case was an employee. This suit takes a different tack, so he believes that it will be successful under federal labor law.

Grove, who said she enjoys exotic dancing, hopes that the suit will lead to more dignity on the job.

“This industry is so misconstrued,” she said. “The women I’ve met in strip clubs are your neighbors, even mothers and wives. They’re normal women, and the labor we are doing is real labor.”

Our best staff photos from June 2020

Scurlock Vigil



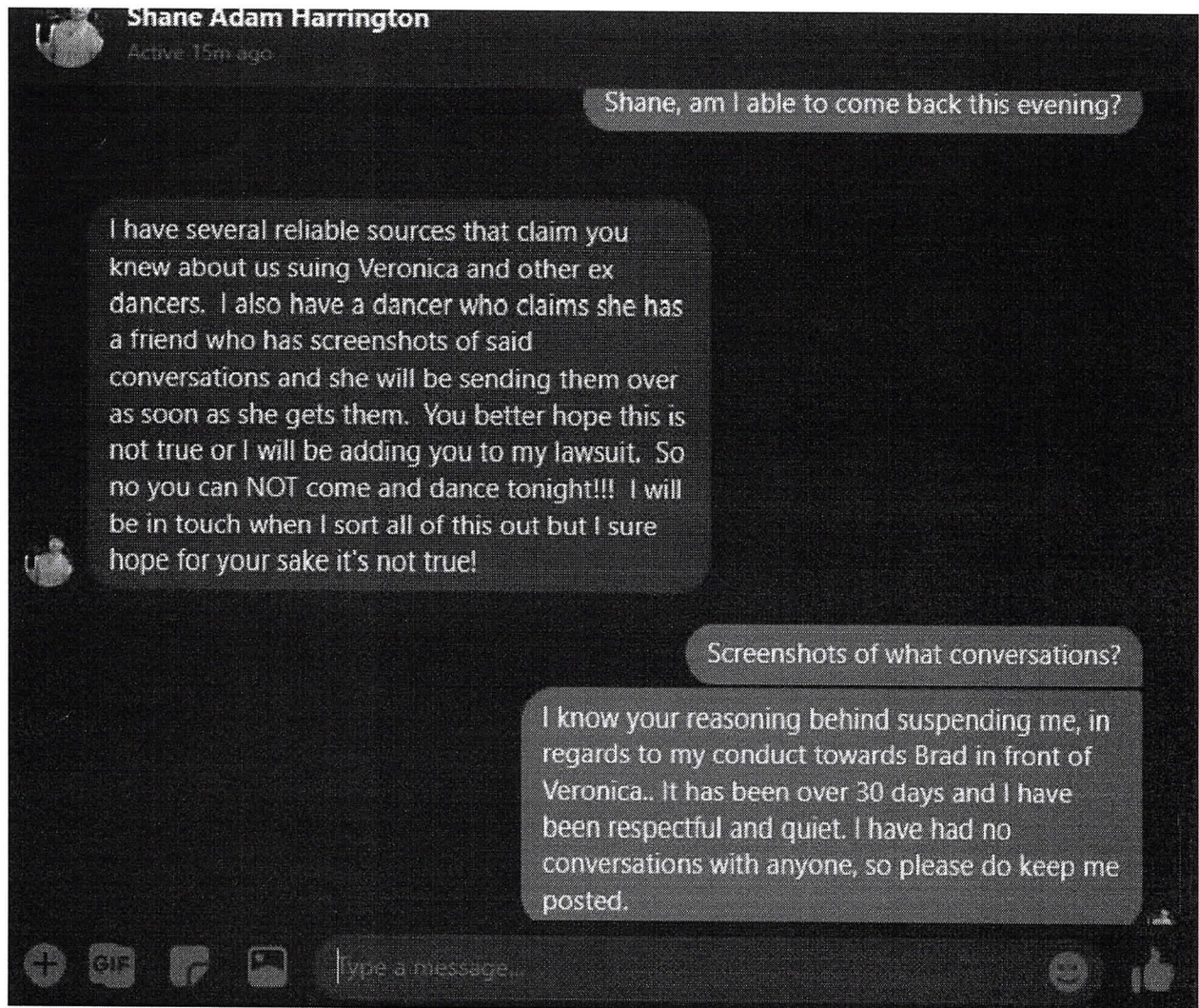
More than a hundred people gather for a vigil to remember James Scurlock. Tuesday marked one month since the shooting and killing of Scurlock, a 22-year-old black man, by Jake Gardner, a white bar owner, during a protest downtown.

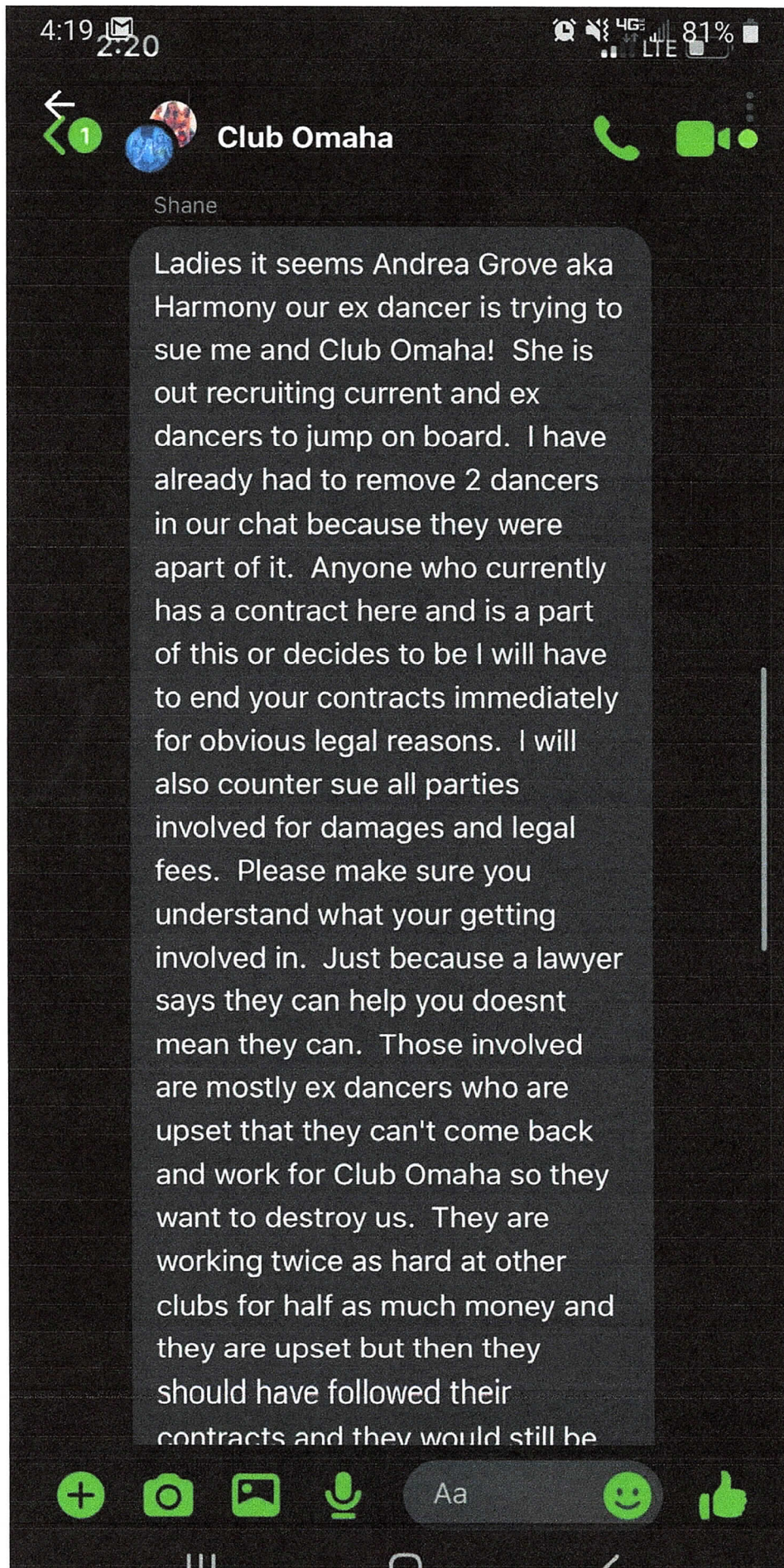
ANNA REED/THE WORLD-HERALD

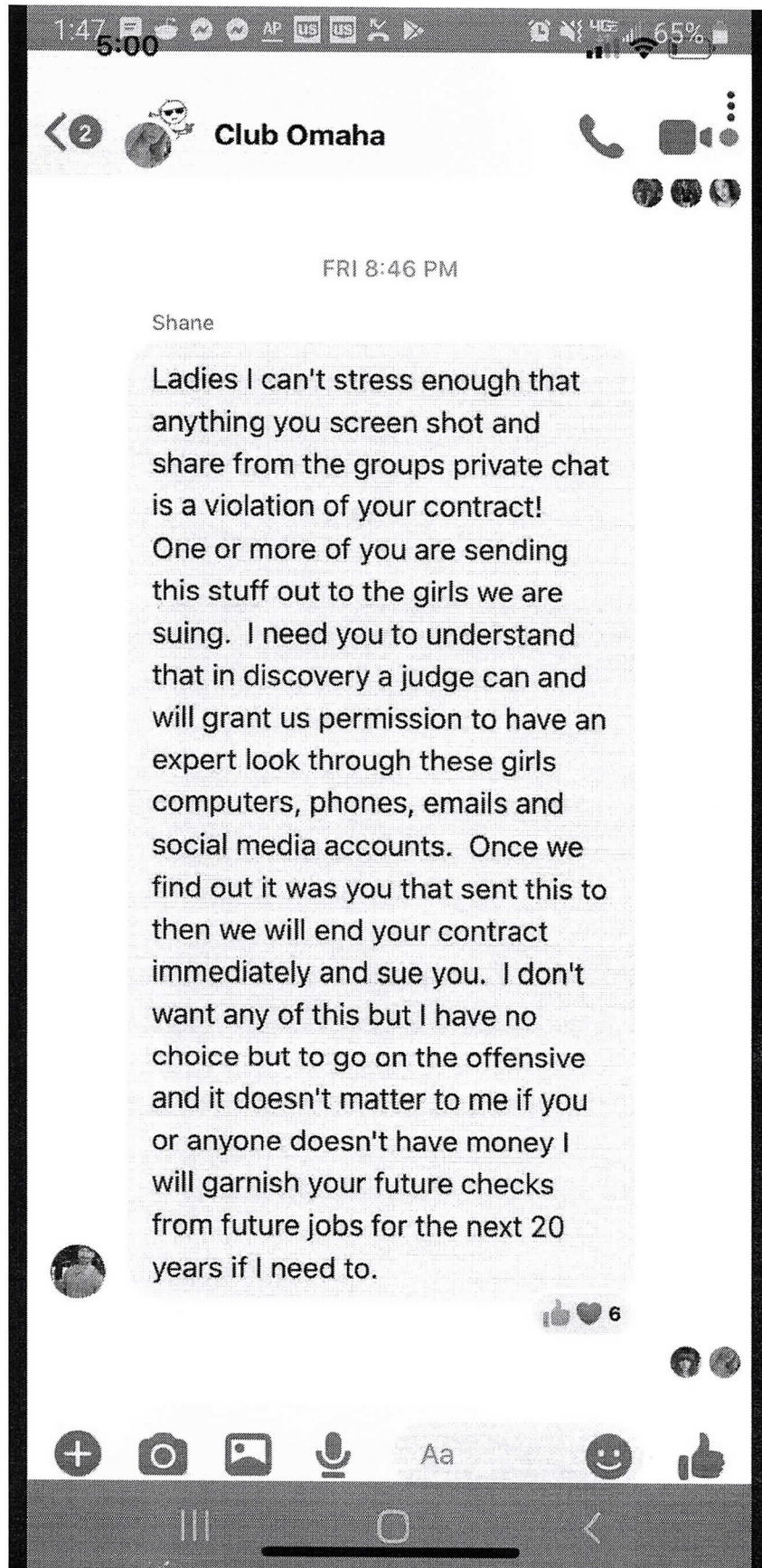
Scurlock Vigil

EXHIBIT

“D”







Ladies this 20-30 mins in the bathrooms is done. Also no need to go to the bathroom with other girls. This is work not a night out with the girls.

Page 6/60

20 or 30 minutes in the bathroom 20 or 30 minutes in the dressing room do not expect to go smoke after being in either spot that long

Share - Brent Hamilton

I watch the cameras and there are a select group of you who are notorious for going in the back for 20-30 mins then going to smoke for 20 mins and then going back to the dressing room for another 20 mins before hitting the floor each time. When you do that you waste an hour or more that you could be making money. We have been hitting cap lately and I would rather have girls who want to make money here not ones who want to abuse the policies...

Like



I made some small changes

LADIES PLEASE READ!!!

I am upset this last weekend I literally watched in person @Brad Contreras make some of you an extra \$100-\$300 a night by upselling your dances. This is not his job he does this so you make the most money possible. Then MOST of the girls who he helped make this money DIDN'T even tip him out. This in my book makes you a HORRIBLE GREEDY person! I do not want people like this working at my club any longer. I will be keeping track with Brad who he is helping make more money and if those girls are not tipping out they will have their contract ENDED! We are looking for team players not greedy individuals at Club Omaha.

On average \$5-\$40 for your manager on the weekends depending on what you make and if he helped you make extra money. DJ should get \$5-\$20 depending on what you made and if he helped you make extra money on the stage DJ is paid well by us with your house fees so he makes good money already. Security should get \$5-\$20 total to split amongst themselves so this means you pay 1 security guard and he splits it up between them not each one.

If you have a great night like over \$1,000 then tipping 10% or \$100 total is actually the normal in this business. So many people had to work hard for you to have \$1,000 plus nights so it's the right thing to do! If you have an absolutely horrible night \$5 to each person for a total of \$15 is acceptable.

@Lizzy Wise, @Kia and @Macye you 3 better have a SUPER GREAT reason for not tipping out your manager tonight because your jobs depend on it...

EXHIBIT

“E”



Rylee Struble

January 21 • 

I wish you were back brandy! The new manager Kenzie has been rejecting girls who have worked there in the past no problem because they are "TOO FAT" you were never a manager like that! I'm ashamed Shane even lets that go on now!

2:17



Rylee's Post



Rylee Struble

March 13 · 🌐

Club Omaha Update: The level of crazy Shane Harrington has resulted to is quite astonishing. This is messages inside the club Omaha group chat, sending girls to harass another dancer at a different club over a 1 star review. Also going and telling the girls to go all rate them 5 stars. So our true ratings of 1 star untimely don't matter because they scam and have their girls go cover them up with fake reviews. I WILL SAY THIS AGAIN!!! WE DO NOT HAVE TO AGREE WITH THIS CLUB! WE HAVE A RIGHT TO GIVE THE CLUB BAD REVIEWS. WE HAVE THE RIGHT TO SHAME THEM FOR BODY SHAMING. US speaking up on their wrongs does not deserve law suit "threats" and harassment and bullying. If you don't agree with club Omaha GIVE THEM A ONE STAR. NOT BECAUSE of the girls, not because of me, SIMPLY BECAUSE THEIR TRASH MANAGEMENT & YOUR beliefs.



16

46 Comments · 10 Shares



Who pissed this girl off? She gave us a 1 star review (this is bad) the other day and a lot of you dancers are Facebook friends with her. Who knows her and why she would give us a bad review?



Keep sharing!!



Rylee Struble

March 12 · 🌐

Here is yet ANOTHER BULLY TACTIC from club Omaha. And I'm TRULY DISGUSTED. This is nothing against the woman who work t... See More

9:25

LTE

Verizon

8:09 AM

3%



Dakota Marr Chicago April 1...

@DakotaMarieMarr



Yesterday 1:21 PM



The lawyer who did these forms is [@pornlaw](#)

Yesterday 1:23 PM

Thank you so much!!
Appreciate you more than you know!

Yesterday 1:27 PM



Hey girl. I'm sorry, I have to block you. I heard you said some stuff about Club Omaha, which is where I dance. I value my place there, and I can't really associate with people who attack my livelihood. I hope you understand. Best of wishes to you!

Yesterday 5:25 PM



If you take stuff down then it's all cool though. Again, I hope you understand.

Yesterday 5:27 PM

4



Kenzie Weiss

I spoke to Shane and he said he would drop the lawsuit against you if you delete all negative posts from social media as well as your negative Google review along with posting a 5-star Google review.

Please tell Rylee that if she removes her negative comments and posts a 5-star Google review the lawsuit will be dropped against her as well.

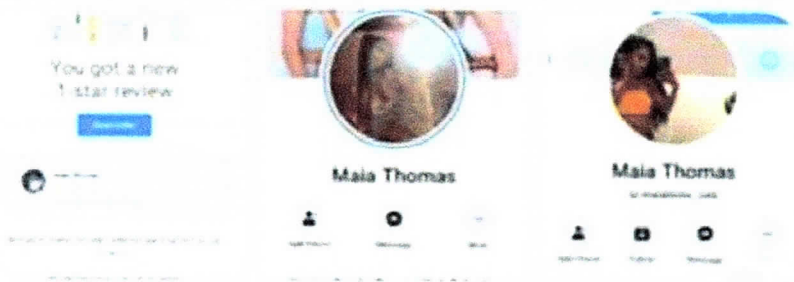
Kenzie Weiss



Club Omaha Update. The level of crazy Shane

Harrington has resulted to is quite astonishing. This is messages inside the club Omaha group chat, sending girls to harass another dancer at a different club over a 1 star review. Also going and telling the girls to go all rate them 5 stars. So our true ratings of 1 star untimely don't matter because they scam... See More

Who pissed this girl off? She gave us a 1 star review (this is bad) the other day and a lot of you dancers are Facebook friends with her. Who knows her and why she would give us a bad review?



She probably just did it out of spite against our club because we are doing better.

Agreed probably just jealous. A lot of girls have left playhouse for Club Omaha

Buttering her up, I got this 🤔🤔🤔

Any of you who have not given us an Amazon google review please do so. We have been getting a lot

Amazing*

I'm on it! 🤔

Just google search Club Omaha and then you can review the page. Click on 5 stars and write something nice 😊. It literally takes 60 seconds

She works at another club and idk why she would do that tbh?

Never seen her. Perhaps she felt denied?

Jade said we should offer 20 off of a year membership to anyone



10 shares



Allyia Lewis

Evan Spencer Feinberg

defamation by posting outright lies about Mr. Harrington and Club Omaha. If you ignore the lawsuits, we will obtain default judgments against you and garnish your wages and tips from any stripping or any other sources of income and we will take possession of your bank accounts and all your valuable possessions and property. If you do retain attorneys, it will cost you each thousands of dollars and you will lose in the end because you did both violate your contracts.



the opportunity to remove all your negative comments and posts about Club Omaha. If you do so immediately, I will instruct Travis Penn to dismiss the lawsuits against you. The request to post a 5-star review



Reply

Forward

More...

18w Like Reply

View 19 previous replies...



Rylee Struble

Allyia Lewis I don't have a contract with them 🤔

17w Like Reply



Tori Renee

If they're trying to serve you anything through the sherrifs and you are not home the sherrifs will leave a card with a number to contact them. I've been sued my credit cards 😂 and that's what